



PERFORMANCE AGREEMENT

Made and entered into by and between:

Maluti-A-Phofung Municipality

[AS REPRESENTED BY HER WORSHIP THE EXECUTIVE MAYOR]

CIlr Malekula Julia Melato

AND

Adv. Motswahae Matthews Mofokeng

Municipal Manager

for the

FINANCIAL YEAR: 01 JULY 2025 - 30 JUNE 2026

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ENTERED INTO BY AND BETWEEN:

The Municipality of **Maluti-A-Phofung Municipality** herein represented by **Councillor Malekula Julia Melato** in her capacity as the **Executive Mayor** (hereinafter referred to as the Employer or Supervisor) and **Adv. Motswahae Matthews Mofokeng** (Employee of Maluti-A-Phofung Municipality) (hereinafter referred to as the **Municipal Manager**)

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act of 2000 (hereinafter referred to as the "Systems Act"). The Employer and the Employee (are hereinafter referred to as "parties").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4)(a), 57(4)(b) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1 comply with the provisions of Section 57 (1)(b), (4)(a), (4)(b) and (5) of the Systems Act as well the Contract of Employment entered into between the parties;
- 2.2 specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of Employee's performance expectations and accountabilities;
- 2.3 specify accountability as set out in the Performance Plan (Annexure A);
- 2.4 monitor and measure performance against set targeted outputs;

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- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his job;
- 2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This agreement will commence on **01 July 2025** and will remain in force until **30 June 2026** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The parties will review the provisions of this Agreement at least once a year, during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the Employee; and

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4.1.2 the quality requirements and time frames within which those performance objectives and targets must be met.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates, quality requirements and weightings.

4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The quality requirements define the quality standards which the indicators must meet. The weightings show the relative importance of the key objectives to each other.

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee on the specific performance standards that will be included in the performance management system as applicable to the Employee.

6. AGREEMENT TO COMPLY WITH EMPLOYER'S SYSTEM

6.1 The Employee agrees to participate in the performance management and development system that the Employer adopts.

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- 6.2 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.3 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 6.3.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Leadership Competencies respectively.
- 6.3.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.3.3 KPAs covering the main areas of work will account for 80% and Leading Competency Requirements will account for 20% of the final assessment.
- 6.4 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

| # | Key Performance Areas (KPA's) | Weighting |
|--------------|--|------------|
| 1. | Good Governance, Leadership and Public Participation | 20 |
| 2. | Municipal Institutional Development and Transformation | 20 |
| 3. | Basic Service Delivery | 20 |
| 4. | Local Economic Development | 20 |
| 5. | Municipal Financial Viability and Management | 20 |
| Total | | 100 |

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6.5 The leading Competencies make up the other 20% of the Employee's assessment score. The table below depicts the leading competencies assigned to the senior manager as per the Local Government "Regulation" on the appointment and conditions of employment of senior manager

| # | CORE COMPETENCY | Institutional Standard | Municipal Manager's Standard | |
|----|--------------------------------------|---|--|----|
| 1. | Communication | Able to share information, knowledge and ideas in a clear focused and concise manner appropriate for the audience in order to effectively convey, persuade, and influence stakeholders to achieve the desired outcome | Disseminate and convey information and knowledge adequately | 5 |
| 2. | Result and Quality Focus | Able to maintain the high quality standard focus on achieving results and objectives while consistently striving to exceed expectation and encourage others to meet the quality standard, further to actively monitor and measure results and quality against identified objectives | Monitors progress, quality of work, and use of resource, provides status updates and make adjustments as needed | 10 |
| 3. | Planning and organising | Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk | Schedule tasks in order to ensure that they are performed within budget and with efficient use of time and resources | 15 |
| 4. | Knowledge and Information management | Able to promote the generation and sharing of knowledge and information through various processes and media in order to enhance the collective knowledge base of local government | Regularly share information and knowledge with stakeholders and team members | 5 |

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| # | CORE COMPETENCY | Institutional Standard | Municipal Manager's Standard | |
|-----------------|-------------------------|--|---|----|
| 5. | Analysis and Innovation | Able to analyse information, challenges, and trends to establish and implement facts-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives | Identify solutions on various areas in the department | 10 |
| 6. | Moral Competencies | Able to identify moral trigger, apply reasoning that promotes honesty and integrity consistently, display behaviour that reflects moral competence | Identify, develop and apply measures of self-correction | 5 |
| Total 50 | | | | |

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| # | Leadership Competencies | Generic Standards | Municipal Manager's standard | Weight |
|---|------------------------------------|---|---|--------|
| 1 | Strategic direction and leadership | Provide and direct a vision for the institution and inspire and deploy others to deliver on the strategic institutional mandate | Actively define performance measures to monitor the progress and effectiveness of the department | 15 |
| 2 | People Management | Effectively manage, inspire, and encourage people respect diversity, optimise talent and build nurture relationship in order to achieve institutional objectives | Provide mentoring and guidance to others in order to increase personal effectiveness Identify development and learning needs within the department | 10 |
| 3 | Program and Project Management | Able to understand program and project management methodology plan, management, monitoring and evaluate specific activities in order to deliver set objectives | To ensure that departmental programs monitored to track progress and optimal resource utilisation and adjustments are made as needed | 5 |
| 4 | Financial Management | Able to compile plan and manage budget, control cash flow, institute financial risk management and administer procurement processes in accordance with the recognised financial practises. Further to ensure that all financial transactions are managed in an ethical manner | Identify and implement proper monitoring and evaluation practises to ensure appropriate spending against budget | 5 |
| 5 | Changed leadership | Able to direct and initiate transformation in departmental employees in order to successfully drive and implement new | Motivate and inspire others around change initiatives | 5 |

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| | | initiatives and deliver professional and quality service to the communities. | | |
| 6 | Governance Leadership | Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practises and obligations. Further able to deliver to direct the conceptualisation of relevant policies and enhance co-operative governance relationship. | Demonstrate a high level of commitment in complying with governance requirements | 10 |
| Total 50 | | | | |

7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out:
- 7.1.1 the standards and procedures for evaluating the Employee's performance; and
 - 7.1.2 the intervals for the evaluation of the Employee's performance.
- 7.2 Despite the establishment of the agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage (*e.g. quarterly – highly recommended*) while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implemented within the agreed upon time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve the following:
- 7.5.1 Assessment of the achievement of results as outlined in the performance plan:

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- (a) Each KPA shall be assessed according to the extent to which the specified standards or performance indicators have been met or exceeded and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the leading and Core Competency Requirements:

- (a) Each Assessment of the leading and Core Competency Requirements should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each Assessment of the leading and Core Competency Requirements.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final Assessment of the leading and Core Competency Requirements score.

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 Assessment of the performance of the employee

The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

| LEVEL | TERMINOLOGY | DESCRIPTION | RATING | | | | |
|-------|-------------------------|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully | | | | | |

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| LEVEL | TERMINOLOGY | DESCRIPTION | RATING | | | | |
|-------|--|--|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| | | effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Full effective | Fully effective Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | | | | | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the | | | | | |

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| LEVEL | TERMINOLOGY | DESCRIPTION | RATING | | | | |
|-------|--------------------------|---|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| | | employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | | | | | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | | | | | |

7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

7.7.1 Executive Mayor;

7.7.2 Chairperson of the Audit Committee or his/her representative;

7.7.3 Member of the Mayoral Committee; and

7.7.4 Executive Mayor/Mayor and/or Municipal Manager from another municipality

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7.7.5 Member of a ward committee as nominated by the Executive Mayor

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

| INTERVAL | PERIOD | EVALUATION DEADLINE |
|-----------------|----------------------|---------------------|
| First quarter | (July – September) | Before end October |
| *Second quarter | (October – December) | Before end January |
| Third quarter | (January – March) | Before end April |
| *Fourth quarter | (April – June) | Before end December |

* These performance reviews must be formal and documented

8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be.

In that case the Employee will be fully consulted before any such change is made.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is included below.

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10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

- 10.1.1 create an enabling environment to facilitate effective performance by the employee;
- 10.1.2 provide access to skills development and capacity building opportunities;
- 10.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

- a) a direct effect on the performance of any of the Employee's functions;
- b) commit the Employee to implement or to give effect to a decision made by the Employer; and
- c) a substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

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12.2 A **discretionary** performance bonus of up to 14% of the inclusive annual remuneration package **may** be paid to the Employee in recognition of outstanding performance.

12.3 A performance bonus may be granted to an employee in recognition of performance based on the Performance Management Regulations of 2006. Section 8 of the regulations state that a performance bonus, based on affordability, may be paid to the employee, only after:

- a) An evaluation of performance in accordance with the provisions of Regulation 23;
- b) The approval of such evaluation by the municipal council, and
- c) The annual report for the financial year under review has been tabled and adopted through an oversight report by the municipal council.

12.4 As per the Performance Regulations, the s57 Managers shall be able to qualify for performance bonuses according to the following score:

- a) A score of 99% and below will require compulsory Performance Counselling,
- b) A score of 100% to 129% is awarded a performance bonus ranging from 1 – 4%,
- c) A score of 130% to 149% is awarded a performance bonus ranging from 5 – 9%, and
- d) A score of 150 and above is awarded a performance bonus ranging from 10% - 14%.

| FINAL SCORE | BONUS/REWARD |
|----------------|---|
| 150% and above | 10% to 14% of the annual total remuneration package |
| 130% to 149% | 5% to 9% of the annual total remuneration package |
| 100% to 129% | 1% to 4% of the annual total remuneration package |
| 99% and below | Compulsory Performance Counselling |

12.5 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) **subject to a fully effective** assessment.

12.6 In the case of unacceptable performance, the Employer shall:

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- a) provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- b) after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by:

13.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee, in the case of the Municipal Manager; or

13.1.2 any other person appointed by the MEC.

13.1.3 the Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee, in the case of the Section 56 Managers

13.2 In the event that the mediation process contemplated above fails, the dispute resolution mechanism as enshrined in the Labour Relations Act shall apply.

14. GENERAL

14.1 The contents of the performance agreement shall be made available to the public by the Employer in accordance with the Municipal Finance Management Act, 2003 and section 46 of the Municipal Systems Act, 2000.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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Thus done and signed at Philippines on this the 30 day of July 2025

Between: M. At (Signature)

Adv. MM Mofokeng (Full Name)

(EMPLOYEE)

AND

[Stamp] [Signature] (Signature)

Chf. MJ Melato (Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

1. [Signature]

2. [Signature]

1. PERFORMANCE PLAN

Entered into

by and between

Cllr Malekula Julia Melato

in her capacity as

Executive Mayor

of the **Maluti-A-Phofung Municipality**

(hereinafter referred to as the Representative of the Municipality, the Employer)

and

Motswahae Matthews Mofokeng

in his capacity as

Municipal Manager

of

Maluti-A-Phofung Municipality

(hereinafter referred to as the Employee)

FINANCIAL YEAR: 01 JULY 2025 - 30 JUNE 2026

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16. INTRODUCTION

A Performance Plan is a strategic management tool that enables the performance of the employee to be assessed in an objective and fair manner. It defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

This Performance Plan is composed of three distinct plans:

a. Output Plan

The output plan is a plan of what outputs the employee is expected to deliver on. The outputs are defined in terms of the tangible deliverables (product or service). The quality requirements include the standard of the product or service and the time frame within which it must be delivered. Finally, the indicator must reflect what evidence must be produced to demonstrate the delivery.

b. Competency Plan

The competency plan is a plan of what competencies (skills, knowledge, and attitude) the employee must acquire to be able to perform and deliver on the set objectives effectively. It entails the determination of the gap between the required level of competence and the employee's actual level of competence.

c. Development Plan

The development plan is a plan of what development interventions will be undertaken to bridge the gap between the required level of competence and the employee's actual level of competence and thus bring the employee to the desired competency level.

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17. OUTPUT PLAN

17.2 Introduction

The output plan is a plan of what outputs the employee is expected to deliver on. It consists of the key performance areas (KPA's), weighting, outputs, performance indicator, baseline information and a target. A key performance area is a defined or demarcated area of performance. The outputs are defined in terms of the tangible deliverables (product or service). The quality requirements include the standard of the product or service and the time frame within which it must be delivered. The quality requirements are the standards which measure the quality of the service or product.

The baseline information is the current information which is used as a starting point from which performance will be measured. Finally, the indicator must reflect what evidence must be produced to demonstrate the delivery.

a) Key Performance Areas

The following are Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2006) and the Municipality's IDP:

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18. OUPUT PLAN

6.4 KPA 1: BASIC SERVICES DELIVERY – TOP LAYER

| BASIC SERVICE DELIVERY | | | | | | | | | | | | | |
|--|--------|--|--|-----------------------------|----------|-------------------|-------------------------|------------|------------|------------|--------------------------------------|--|-------------------------|
| Accelerate service delivery and infrastructure development | | | | | | | | | | | | | |
| Strategic Objective | KPI NO | Project | Indicator | Budget Allocation 2025/2026 | Baseline | Spatial Reference | Annual Target 2025/2026 | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Means of Verification | Custodian |
| To improve household access to basic water supply. | 1 | Provisioning of water | Number of projects to improve accessibility of water | R69 894 113.83 | 100% | All Wards | Annually | - | - | - | Annual report completion certificate | Reports on basic water supply annual report / completion certificate | Director Infrastructure |
| To improve household access to basic sanitation. | 2 | Improve basic sanitation. | Number of projects to Improve basic sanitation. | R110 040 348 | 100% | All Wards | Annually | - | - | - | Annual report completion certificate | Reports on basic sanitation | Director Infrastructure |
| Percentage (%) of callouts responded to within 48 hours (water). | 3 | Time frame for correspondence responses. | Percentage (%) of callouts responded to within 48 hours (water). | Operational Budget | 100% | All Wards | 4 x report | 1 x report | 1 x report | 1 x report | 1 x report | Reports on callouts responded to within 48 hours | CEO MAP WATER |
| Percentage (%) of callouts responded to | 4 | | Percentage (%) of callout responded to | Operational Budget | 100% | All Wards | 4 x report | 1 x report | 1 x report | 1 x report | 1 x report | Reports on callouts responded to | CEO MAP WATER |

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| within 48 hours (sanitation/wastewater). | | Time frame for correspondence responses. | within 48 hours (sanitation/wastewater). | | | | | | | | | within 48 hours (sanitation/wastewater) | |
| Percentage (%) of households with access to electricity. | 5 | Number of households with electricity. | Percentage (%) of households with access to electricity. | Operational Budget | New Indicator | All Wards | 30 000 | -- | -- | - | 30 000 | Quarterly report | Director infrastructure |
| Percentage (%) of unplanned outages that are restored to supply within industry standard timeframes. | 6 | Number of reports on outages occurred and time required to restore electricity. | Percentage (%) of unplanned outages that are restored to supply within industry standard timeframe. | Operational Budget | 4 | All Wards | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Quarterly reports | Director infrastructure |
| Number of households living in inadequate houses | 7 | Inadequate households | Number of households living in inadequate houses | Operational Budget | 100% | All Wards | 1 | - | - | 1 x report | - | Report on households living in inadequate houses | Community Services Director |
| Percentages (%) of households with basic refuse | 8 | Number of households with basic refuse removal services. | Percentages (%) of households with basic refuse removal services. | Operational Budget | New Indicator | All Wards | 90 000 | - | 30 000 | 30 000 | 30 000 | Quarterly reports | Director community |

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| removal services. | | | | | | | | | | | | | |
| Percentages (%) of reported pothole complaints resolved within standard municipal response time. | 9 | Number of repots | Percentage (%) of reported pothole complaints resolved within standard municipal response time. | Operational Budget | New indicator | All Wards | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Quarterly reports | Director infrastructure |
| Percentage (%) of surfaced municipal road lanes which has been resurfaced and resealed. | 10 | Number of repots | Percentage (%) of surfaced municipal road lanes which has been resurfaced and resealed. | Operational Budget | New Indicator | Whole Municipality | 4 x report | 1 x report | 1 x report | 1 x report | 1 x report | Quarterly reports | Director infrastructure |
| KMs of new municipal road network | 11 | Kilo | KMs of new municipal road network | Capex | New Indicator | Whole Municipality | 12 Km | - | - | - | 12 km | Quarterly reports and completion certificates | Director infrastructure Services |
| Number of households in the municipal area registered as indigent. | 12 | Indigent | Number of households in the municipal area registered as indigent. | 19 350 685 | 1 | Whole Municipality | 1 | 1 report | - | - | - | Report on registered as indigent | CFO |

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|---|----|----------------------------------|---|--------------------|------|--------------------|-------------|------------|------------|------------|------------|-----------------------------------|---------------|
| Number of new water connections meeting minimum standards. | 13 | Water connections | Number of new water connections meeting minimum standards. | Operational Budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Report on water connections | CEO MAP WATER |
| Number of new sewer connections meeting minimum standard. | 14 | Sewer connections | Number of new sewer connections meeting minimum standard. | Operational Budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Report on new sewer connections | CEO MAP WATER |
| Percentage (%) of total electricity losses. | 15 | Total electricity losses | Percentage (%) of total electricity losses. | Operational Budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports on electricity losses | CFO |
| Total water losses | 16 | Total water losses | Total water losses | Operational budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports on electricity losses | CFO |
| Percentage (%) of drinking water samples complying to SANS241 | 17 | Drinking water samples | Percentage (%) of drinking water samples complying to SANS241 | Operational budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports on drinking water samples | CEO MAP WATER |
| Adherence to legislative requirements | 18 | MIG and other conditional grants | Report developed on MIG and other conditional grants | Operational Budget | 4 | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports and Minutes | CFO INFRAS |

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| contracted service providers residing within the municipal area. | | municipality area | residing within the municipal area. | | | | | | | | | | |
| Percentage (%) of the municipality's operating budget spent on indigent relief for free basic services. | 20 | Indigent | Percentage (%) of the municipality's operating budget spent on indigent relief for free basic services. | R19 350 685 | New | Whole municipality | 4 x report | 1 x report | 1 x report | 1 x report | 1 x report | Municipality's operating budget | BTO |
| Average time taken to finalise business licence applications. | 21 | Licence applications | Average time taken to finalise business licence applications. | Operational Budget | New | Whole Municipality | 4 reports | 1 reports | 1 reports | 1 reports | 1 reports | Acknowledgement letters, Records of applicants and report on business license applications | Local Economic Development |
| Average number of days from the point of advertising to the letter of award per 80/20 | 22 | Procurement process | Average number of days from the point of advertising to the latter of award per 80/20 | Operational Budget | New | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Report on number of days of advertising | SCM |

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| procurement process. | | | procurement process. | | | | | | | | | | |
| Average number of days taken to process building plan applications of less than 500 square meters. | 23 | Building plans | Average number of days taken to process building plan applications of less than 500 square meters. | Operational Budget | New | Whole Municipality | 1 | 1 x report | - | - | - | Report on number of days taken to process building plan | SPLUM |
| Approved LED strategy. | 24 | LED Strategy | Approved LED strategy. | Investors | 100% | Whole Municipality | 100% (cumulative) | Progress report | - | - | - | Progress reports on the implementation of the LED Strategy | Local Economic Development |

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6.6 KPA 3: FINANCIAL VIABILITY & MANAGEMENT – TOP LAYER

| FINANCIAL MANAGEMENT & VIABILITY | | | | | | | | | | | | | |
|--|--------|-----------------------------|--|-----------------------------|----------|--------------------|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------------|-------------------------|
| To improve the effectiveness of governance administrative and financial systems | | | | | | | | | | | | | |
| Strategic Objective | KPI NO | Project | Indicator | Budget Allocation 2025/2026 | Baseline | Spatial Reference | Annual Target 2025/2026 | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Means of Verification | Custodian |
| Funded Budget | 25 | Unfunded | Funded Budget | Unfunded | Unfunded | Whole Municipality | Unfunded | Quarterly C Schedule | Quarterly C Schedule | Quarterly C Schedule | Quarterly C Schedule | Budget (Schedule) document | Chief Financial officer |
| Total Capital Expenditure as a percentage of Total Capital Budget. | 26 | Total capital expenditure | Total Capital Expenditure as a percentage of Total Capital Budget. | Operational Budget | 92% | Whole Municipality | 100% | 25% | 50% | 75% | 100% | Quarterly C Schedule | Chief financial Officer |
| Total Operating Expenditure as a percentage of Total Operating Expenditure Budget. | 27 | Total operating expenditure | Total Operating Expenditure as a percentage of Total Operating Expenditure Budget. | Operational Budget | 92% | Whole Municipality | 100% | 25% | 50% | 75% | 100% | Quarterly C Schedule | Chief Financial Officer |
| Total Operating revenue as a percentage of Total Operating Revenue Budget. | 28 | Total operating revenue | Total Operating revenue as a percentage of Total Operating Revenue Budget. | Operational Budget | 92% | Whole Municipality | 100% | 25% | 50% | 75% | 100% | Quarterly C Schedules | Chief Financial Officer |

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|--|----|--|--|--------------------|---------|--------------------|---------|--------------|--------------|--------------|--------------|-----------------------|-------------------------|
| Service Charges and Property Rates Revenue as a percentage of Service Charges and Property Rates Revenue Budget. | 29 | Service Charges and Property Rates Revenue | Service Charges and Property Rates Revenue as a percentage of Service Charges and Property Rates Revenue Budget. | Operational Budget | 83% | Whole Municipality | 95% | 25% | 45% | 65% | 95% | Quarterly C Schedules | Chief Financial Officer |
| Repairs and Maintenance as a percentage of property, plant, equipment and investment property. | 30 | Repairs and Maintenance | Repairs and Maintenance as a percentage of property, plant, equipment and investment property | Operational Budget | 5.2% | Whole Municipality | 7.6% | 2% | 4% | 6% | 7.6% | Reports | Chief Financial Officer |
| Collection rate | 31 | Collection rate | Collection rate | Operational Budget | 78% | Whole Municipality | 71% | 71% | 71% | 71% | 71% | Revenue report | Chief financial Officer |
| Debtors payment period. | 32 | Debtors payment period. | Debtors payment period. | Operational Budget | 60 days | Whole Municipality | 60 days | 60 days | 60 days | 60 days | 60 days | Reports | Chief Financial Officer |
| Creditors Payment period | 33 | Debtors payment period. | Creditors Payment period | Operational Budget | 30 days | Whole Municipality | 30 days | 30 days | 30 days | 30 days | 30 days | Reports | Chief Financial Officer |
| Cash/Cost coverage ratio | 34 | Cash/Cost coverage ratio | Cash/Cost coverage ratio | Operational Budget | 1 month | Whole Municipality | 12 | 1 each month | 1 each month | 1 each month | 1 each month | Reports | Chief Financial Officer |
| Irregular, Fruitless and | 35 | UIF&W | Irregular, Fruitless and Wasteful, | Operational Budget | 100% | Whole Municipality | 12 | 3 | 3 | 3 | 3 | Expenditure Reports | Chief Financial Officer |

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| Wasteful, Unauthorised (UIF&W) Expenditure as a percentage of Total Operating expenditure | | | Unauthorised (UIF&W) Expenditure as a percentage of Total Operating expenditure | | | | | | | | | | |
|---|----|---|---|--------------------|---|--------------------|---|------------|---|------------|------------|---------------------------------------|-----------|
| Adherence to legislative requirements | 36 | Approved Annual Budget | Report developed on approving the Annual budgets and related matters approved by 31 May 2026 | Operational Budget | 1 | Whole Municipality | 1 | - | - | - | 1 x report | Budget/IDP and Council resolution | CFO / IDP |
| | 37 | Tabled Annual Budget | Report developed on approving the Annual budgets and related matters tabled by 31 March 2026 | Operational Budget | 1 | Whole Municipality | 1 | - | - | 1 x report | - | | |
| | 38 | Approved SDBIP | To develop a report on SDBIP by 31 March 2026 | Operational Budget | 1 | Whole Municipality | 1 | - | - | 1 x report | - | Approved SDBIP and Council resolution | PMS |
| Adherence to legislative requirements | 39 | Performance Agreements for MM and Senior Managers | To develop a report on Performance Agreement | Operational Budget | 1 | Whole Municipality | 1 | 1 x report | - | - | - | Signed Annual Performance Agreements | PMS |

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| | | concluded by 31 July 2025 | | | | | | | | | | of MM and Senior Managers | |
| 40 | Annual Financial Statements | To develop a report on Annual Financial statements submitted by 30 August 2025 | Operational Budget | 1 | Whole Municipality | 1 | 1 x report | - | - | - | - | AFS and AG proof of submission | CFO |

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6.7 KPA 4: INSTITUTIONAL DEVELOPMENT & TRANSFORMATION – TOP LAYER

| INSTITUTIONAL DEVELOPMENT & TRANSFORMATION | | | | | | | | | | | | | |
|--|--------|---------------------|---|-----------------------------|----------|--------------------|-------------------------|------------|------------|------------|------------|-----------------------------------|---------------------------------------|
| To improve the effectiveness of governance administrative and financial systems | | | | | | | | | | | | | |
| Strategic Objective | KPI NO | Project | Indicator | Budget Allocation 2025/2026 | Baseline | Spatial Reference | Annual Target 2025/2026 | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Means of Verification | Custodian |
| Top Management stability(%of days in a year that all S56 positions are filled by full-time, appointed staff not in an acting capacity) | 41 | Employment Equity | Top Management stability(% of days in a year that all S56 positions are filled by full-time, appointed staff not in an acting capacity) | Operational Budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports on s56 positions | Municipal Manager/ Corporate Services |
| Staff vacancy rate. | 42 | Staff vacancy rate. | Staff vacancy rate. | Operational Budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports on staff vacancy | Corporate services. |
| Percentage (%) of municipal skills development levy recovered. | 43 | Skills development | Percentage (%) of municipal skills development levy recovered. | Operational Budget | 100% | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Report on skills development levy | Corporate Services. |

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|---------------------------------------|----|-------------------------------|---|--------------------|-----|--------------------|-------------|------------|------------|------------|------------|---------|----------|
| Adherence to legislative requirements | 44 | Circular 88 | MFMA Circular 88 submitted | Operational Budget | 4 | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports | PMS |
| | 45 | Municipal Performance Reports | Municipal Performance Reports submitted to DCoG by 30 June 2026 | Operational Budget | New | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports | PMS |
| | 46 | Summit resolutions | To develop a report on Summit resolutions implemented by 30 June 2026 | Operational Budget | New | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports | MM / PMS |

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6.8 KPA 5: GOOD GOVERNANCE – TOP LAYER

| GOOD GOVERNANCE | | | | | | | | | | | | | |
|---|--------|------------------|----------------------------------|-----------------------------|----------|--------------------|-------------------------|------------|------------|------------|------------|--|---|
| To improve the effectiveness of governance administrative and financial systems | | | | | | | | | | | | | |
| Strategic Objective | KPI NO | Project | Indicator | Budget Allocation 2025/2026 | Baseline | Spatial Reference | Annual Target 2025/2026 | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Means of Verification | Custodiar |
| Number of Council meetings held. | 47 | Council meetings | Number of Council meetings held. | Council | 4 | Whole Municipality | 4 x report | 1 x report | 1 x report | 1 x report | 1 x report | Meeting notice(s) / Invites Attendance register(s) Minutes | Corporate Services – Council Committee Services |
| Number of EXCO meetings held. | 48 | EXCO meetings | Number of EXCO meeting held. | Council | 4 | Whole Municipality | 4 x report | 1 x report | 1 x report | 1 x report | 1 x report | Meeting notice(s) / Invites Attendance register(s) Minutes | Corporate Services – Council Committee Services |

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|--|----|-------------------------|---|---------|------|--------------------|-------------|------------|------------|------------|------------|--|---|
| Number of council portfolio committee | 49 | Portfolio committee | Number of council portfolio committee meeting held. | Council | 28 | Whole Municipality | 28 | 7 | 7 | 7 | 7 | Meeting notice(s) / Invites Attendance register(s) Minutes | Corporate Services – Council Committee Services |
| Attendance rate of municipal council meeting by participating leaders(recognized traditional leaders). | 50 | Council attendance rate | Attendance rate of municipal council meetings by participating leaders(recognized traditional leaders). | Council | 1 | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Speaker's signed-off annual report on participating leaders | Corporate Services – Council Committee Services |
| Number of MPAC meetings. | 51 | MPAC | Number of MPAC meetings held. | Council | 100% | Whole Municipality | 4 x reports | 1 meeting | 1 meeting | 1 meeting | 1 meeting | <ul style="list-style-type: none"> ❖ Meeting notice(s)/ Invitation ❖ Attendance register(s) ❖ Minutes | Corporate Services – Council Committee Services |

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|--|----|----------------------------------|---|--------------------|------|--------------------|-------------|------------|------------|------------|------------|---|--|
| Number of active suspensions longer than three months. | 52 | Legal services | Number active of suspensions longer than three month. | Operational budget | 100% | Whole Municipality | 100% | 100% | 100% | 100% | 100% | ❖ Labour Relations/ Legal department litigation records | Corporate Services |
| Number of repeat Internal Audit findings. | 53 | Internal Audit | Number of repeat audit findings. | Operational Budget | 100% | Whole Municipality | 100% | 100% | 100% | 100% | 100% | Internal Reports Audit | Corporate Services |
| Adherence to legislative requirements | 54 | To hold/ convene MAYCO meetings. | Number of Mayoral Committee (MAYCO) meetings held/ convened per quarter. | Operational Budget | 4 | Whole Municipality | 4 | 1 meeting | 1 meeting | 1 meeting | 1 meeting | Notice(s) Attendance register(s) Minutes | Corporate Services /Council Committee Services |
| | 55 | Litigation cases | Report developed on litigation cases instituted by and against the municipality | Operational Budget | 4 | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports | Corporate Services |

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|----|-------------------------------|---|--------------------|---|--------------------|-------------|------------|------------|------------|------------|---|------|
| 56 | Quarterly performance reports | Report developed on quarterly performance reports submitted by 30 June 2026 | Operational Budget | 4 | Whole Municipality | 4 x reports | 1 x report | 1 x report | 1 x report | 1 x report | Reports and Minutes | PMS |
| 57 | Mid-Year report | Report developed on Mid-Year performance report submitted 31 Jan 2026 | Operational Budget | 1 | Whole Municipality | 1 x report | - | - | 1 x report | - | Report and Council resolution | PMS |
| 58 | Mid-Year adjustment budget | Report developed on Mid-Year adjustment budget tabled | Operational Budget | 1 | Whole Municipality | 1 x report | - | - | 1 x report | - | Budget, Minutes and Council resolution | CFO |
| 59 | Annual performance report | Report developed on Annual Performance report submitted and tabled by 31 March 2026 | Operational Budget | 1 | Whole Municipality | 1 x report | - | - | 1 x report | - | Annual Report and Council resolutions | PMS |
| 60 | Oversight report | Report developed on oversight report of the | Operational Budget | 1 | Whole Municipality | 1 | - | - | 1 x report | - | Oversight report and Council resolution | MPAC |

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| | | | Annual report considered/adopted 31 March 2026 | | | | | | | | | | |
| 61 | IDP Process Plan | Report developed on Annual review of the process plan adopted by 31 August 2026 | Operational Budget | 1 | Whole Municipality | 1 | 1 x report | - | - | - | Process Plan | PMS | |
| 62 | Review IDP | Report developed on Annual review of IDP by 31 May 2026 | Operational Budget | 1 | Whole Municipality | 1 | - | - | - | 1 x report | Reviewed IDP and Council resolution | IDP | |

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6.9 KPA 6: PUBLIC PARTICIPATION (PUTTING PEOPLE FIRST) – TOP LAYER

| PUBLIC PARTICIPATION (<i>Putting People First</i>). | | | | | | | | | | | | | |
|---|--------|----------------------|--|-----------------------------|----------|--------------------|-----------------------------|----------------|----------------|----------------|----------------|--|--|
| To improve the effectiveness of governance administrative and financial systems | | | | | | | | | | | | | |
| Strategic Objective | KPI NO | Project | Indicator | Budget Allocation 2025/2026 | Baseline | Spatial Reference | Annual Target 2025/2026 | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Means of Verification | Custodian |
| To monitor the functionality of ward committees (WCs) – meet four times a year, are quorate, and have an action plan. | 63 | Ward committees | Functional ward committee meetings by 30 June 2025 | Council | 140 | All Wards | 140 annually (35 WARDS x 4) | 1 x 35 reports | 1 x 35 reports | 1 x 35 reports | 1 x 35 reports | Speaker's signed-off Quarterly/ Annual report on functionality of Ward Committees. | Speaker/Co uncil |
| To hold/ convene community meetings | 64 | Community meetings | Wards holding community meetings by 30 June 2026 | Council | 140 | Whole Municipality | 140 (35 WARDS *4) | 1 x 35 reports | 1 x 35 reports | 1 x 35 reports | 1 x 35 reports | Meeting invitation(s)/ notice(s) Attendance register(s) Minutes/ Reports | Corporate Services – Municipal Public Participation Unit/ Division. |
| To respond to community complaints. | 65 | Community complaints | Community complaints responded to. | Council | 100% | Whole Municipality | 4 x reports | 1 meeting | 1 meeting | 1 meeting | 1 meeting | Corporate Services (lead department) signed-off quarterly complaints' response report. Complaints register(s) Complaint response letter(s)/ register(s). | Corporate Services – Municipal Public Participation Unit/ Division. |

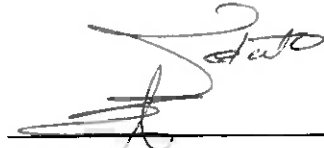
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Total number of Top Layer Indicators: 65



Adv. M MOFOKENG
MUNICIPAL MANAGER

Date: 30/07/2025



Cllr M MELATO
EXECUTIVE MAYOR

Date: 30/07/2025



19. PERSONAL DEVELOPMENT PLAN

The Personal Development Plan that pertains to what development interventions are envisaged and planned to bridge the gap between the required level of competence and the employee's actual (current) level of competence and thus bring the employee to the desired competency level.

| # | Identified competency gaps pre-capacitation level | Outcomes expected (measurable) indicators, quantity, quality and timeframes | Suggested training/development/capacitation activity | Weighting |
|----|---|---|--|-----------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

Scoring Key:

| COMPETENCY LEVEL | | SCORE |
|----------------------------------|--|-------|
| Fully Competent | Mastered the Competency | 5 |
| Partially Competent | Has sufficient competence to operate at the required level | 3 |
| Significant Development Required | Competence falls short of the required level | 1 |

MM
ShM
He. AD

19. PROFICIENCY KEY:

- **Basic**

The proficiency level required to successfully perform at the level of “new entrant” or a person who can only handle the competency in its “basic format” and requires regular supervision and direction. The purpose of training and development is to move the proficiency level from that of “basic” to at least “competent” for all middle managers.

- **Competent**

This proficiency level indicates that the person can perform the competency at the minimum required level, i.e., able to display the competency at the required level, without supervision. This is the standard that any performance improvement programme and training or coaching effort seeks to achieve.

- **Advanced**

This proficiency level indicates that the performer has fully mastered the competency, works without supervision, is capable of instructing others on the competency and capable of solving or applying the competency to a wide range of new or different situations.

SLM
MM
P.A.

Thus done and signed at Phuthaditjhaba on this the 30 day of JULY 2025

Between: M. A (Signature)

Adv. NIM MOFOKENG (Full Name)

(EMPLOYEE)

AND

[Signature] (Signature)

CH. NJ MELATO (Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

1. [Signature]

2. [Signature]

MALUTI-A-PHOFUNG MUNICIPALITY

DECLARATION OF FINANCIAL INTERESTS BY AN EMPLOYEE (in terms of item 5 of the Code of Conduct for Municipal Staff Members)

Full names: Mogeleng Motsoahae M atleane

RSA Identity Number: 9262035787089

Instructions:

1. In the column "particulars of body in which, or from which, interest is or accrues" please fill in the name of the body in which the interest is held or from which the interest accrues.

- 1.1. Shares in life insurance companies obtained due to demutualization (e.g Old Mutual or Sanlam) must also be filled in
- 1.2. "Interest in any trust" includes both being a trustee or a beneficiary of a trust.
- 1.3. "Other financial interests in any business undertaking" includes instances where an employee is a so-called "silent" or "sleeping" partner in any business undertaking other than those already disclosed.
- 1.4. "Employment and remuneration" other than that received as an employee
- 1.5. "Interest in property" refers to interest in fixed property, including an employee's primary residence

2. The column "value/size of interest" the true value of the interest at the time of the declaration being made must be declared:

| Type of interest | Particulars of body in, or from which, interest is or accrues | Value / size of interest |
|--------------------------------------|---|--------------------------|
| Shares and securities in any company | NONE | - |
| Membership of any close corporation | NONE | - |
| Interest in any trust | NONE | - |
| Directorships | NONE | - |
| Partnerships | NONE | - |

Sum
M. M.
M.

| | | |
|--|---------------------|---|
| Other financial interests in any business undertaking | NONE | - |
| Employment and remuneration | Municipal Manager | 2,1m |
| Interest in property | - | - |
| Pension | - | - |
| Subsidies, grants and sponsorships by any organisation | - | - |
| SPOUSE FULL NAMES | RSA IDENTITY NUMBER | BUSINESS INTERESTS (NB Attach separate sheet if provided space is not enough) |
| 1 ST | - | - |
| 2 ND | | |
| 3 RD | | |
| CHILDREN FULL NAMES | | |
| 1 ST | - | - |
| 2 ND | - | - |
| 3 RD | - | - |

- (a) Hereby declare that the information supplied on this form is, to the best of my knowledge, correct and current and that I do not have any other financial interests than those declared above; and
- (b) Understand that I must annually declare any changes in the nature or detail of my financial interests as set out above to the Municipal Manager in writing by the completion of this form.

Signature

M. M. M.

Date

30 July 2025

M. M. M.
M. M. M.